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STEVE HEMINGER
Executive Director

ANDREW B. FREMIER
Deputy Executive Director

August 17, 2010

Solicitation of Quotations

Dear Vendors:

The Bay Area Toll Authority (BATA) is inviting your company to respond to this solicitation of quotations (SOQ) to:

Provide a new 2010 or 2011 Ford Escape Hybrid

Interested parties must provide a quote on the attached Quotation Form (Attachment B), based on the attached Specifications (Attachment A) by FAX or mail no later than 2:00 p.m., Tuesday, August 31, 2010. **Quotes received after that date and time will not be considered.** Quotes should be submitted to Peter Lee, Program Coordinator, BATA, c/o Joseph P. Bort MetroCenter, 101 - 8th Street, Oakland, CA 94607, or by FAX: 510/817-5848.

An award, if made, will be to the responsible bidder who submits the lowest quote on the attached Quotation Form for the specified equipment and/or services described in Attachment A.

The selected vendor may be asked to meet with BATA staff prior to issuance of a Purchase Order (PO). A copy of the terms and conditions in BATA's standard PO, with additional requirements applicable to this procurement, is included in this solicitation in Attachment C.

Please feel free to contact Jaime Maldonado at (510) 817-5707 or jmaldonado@mtc.ca.gov if you have any questions.

Very truly yours,

A handwritten signature in black ink that reads "Andrew B. Fremier".

Andrew B. Fremier

Deputy Executive Director, Operations

AF: PL

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ATTACHMENT A

SPECIFICATIONS FOR A NEW 2010 or 2011 FORD ESCAPE HYBRID

1. Minimum Qualifications

Vendor must have maintained a license in the State of California as a dealer or seller of new Ford vehicles for the past two years.

2. Description of Equipment

Acceptable Model

2010 or 2011 Ford Escape Hybrid, 4WD, Automatic Transmission

Acceptable Colors

Exterior: White, Silver or Blue

Required Accessories

All Weather Mats

Cargo Area Protector

Extra Master Key (Minimum 3 keys total)

3. Delivery

Delivery must be made to BATA no later than 45 days from the date of Purchase Order (PO) issuance to the selected vendor to purchase the vehicle. BATA anticipates that it will issue a PO no later than September 15, 2010.

ATTACHMENT B QUOTATION FORM

I. Description of Price Items

	Unit Price
A. Ford Escape Hybrid – <u>4WD Automatic Transmission</u> Model Year: _____ Model Exterior Color: _____ Model Description : _____	\$
C. Required Accessories <ul style="list-style-type: none"> • All Weather Mats • Cargo Area Protector • Extra Master Key (Minimum 3 keys total) 	\$
B. Destination Charge	\$
D. Applicable Sales Tax	\$
Total Bid Price of New Vehicle	\$

II. Earliest Delivery Date to BATA:

III. Minimum Qualifications:

Yes No

Have you been regularly engaged in the business of selling new Ford autos/trucks for at least 2 years?

IV. Signature of Authorizing Official

Name of Proposing Company	
Address, Street	
Address, City, State, Zip	
Phone Number	
Fax Number	
Email Address	
Name of Authorizing Official	
Signature	

ATTACHMENT C

GENERAL CONDITIONS FOR PURCHASE ORDERS

1. DEFINITIONS

- a. BATA. Includes the Metropolitan Transportation Commission, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways, or the Bay Area Toll Authority.
- b. Supplier. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by BATA.
- c. Contract. The legal agreement between BATA and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by BATA; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.

2. ACCEPTANCE OF OFFER

This purchase order constitutes BATA's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by BATA and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of BATA.

3. PERFORMANCE OF WORK

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of BATA, in accordance with the Contract.

4. CONTRACT PRICE

The firm fixed price(s) or other maximum payment set out in this purchase order, which includes full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.

5. VARIATION IN QUANTITY, QUALITY OR PERFORMANCE

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by BATA, as provided in 8a, unless approved by BATA in writing.

6. PACKAGING AND CRATING

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.

7. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.

8. TERMINATION

- a. If Supplier fails to comply with any of the provisions of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, BATA shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, BATA may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse BATA for the excess cost to BATA, if any.
- b. Without affecting its right to cancel this order under paragraph (a) above, BATA may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, BATA shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.

9. SCHEDULE

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with BATA's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

10. INDEMNIFICATION

Supplier shall indemnify and hold harmless BATA and its officers, agents and employees from and against all claims, demands, suits, loss damage, injury and liability, including any and all costs and expenses incurred in connection therewith, however caused, resulting from, arising out of or in any way connected with Supplier's performance of the Contract, including delivery of materials or equipment to BATA at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.

11. INDEPENDENT CONTRACTOR

Supplier is an independent contractor and not an employee or agent of BATA.

12. PAYMENT

Supplier shall submit an invoice to BATA within thirty days after completion of work, unless otherwise specified in purchase order. BATA will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and delivered or mailed to BATA as follows: Accounting Section, BATA, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700.